



Digital Content Terms and Condition

The Women's Liberation Collective (CIO, reg. charity no 118441) Digital Content Terms and Conditions

DRAFT Version 1/03.2022



These terms may have changed since you last reviewed them

For a list of changes and when they were made, see Appendix 1.

Where to find information about us and our products

You can find everything you need to know about us, THE WOMEN'S LIBERATION COLLECTIVE and our products on our website www.ownmylifecourse.org/wlc and www.ownmylifediscovery.org or by emailing us info@ownmylifecourse.org before you order. We also confirm the key information to you in writing before and after you order, either by email, in your online account, or on paper.

When you buy from us you are agreeing that:

- We only accept orders when we've checked them.
- Sometimes we reject orders.
- We charge you when you checkout via PayPal on our website or, if you choose an offline payment, when you pay an invoice.
- We charge interest on late payments.
- Own My Life: Discovery is part of our charitable objects and so is a form of primary purpose trading and so we do not charge VAT on these services.
- We're not responsible for delays outside our control.
- You have a legal right to change your mind before accessing your product.
- You can end an on-going contract. Read our cancellation policy [HERE](#).
- You have rights if there is something wrong with your product.
- We can change products and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw products.
- We can end our contract with you.
- We don't compensate you for any losses caused by us or our products.
- We use your personal data as set out in our Privacy Notice [HERE](#).
- You have several options for resolving disputes with us.
- Other important terms apply to our contract.



We only accept orders when we've checked them

We contact you to confirm we've received your order and [then we contact you again [(normally within [PERIOD])]] to confirm we've accepted it **OR** we accept it when we supply the product [and confirm supply] to you].

Sometimes we reject orders

Sometimes we reject orders, for example[, because a credit reference we have obtained is unsatisfactory][, because we can't verify your age (where the product is age-restricted)][, because you are located outside the [UK] or] because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when checkout out via PayPal on our website or, if you choose an offline payment, when you pay an invoice.

However, for some products we take payment at regular intervals, as explained to you during the order process.

We charge interest on late payments

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of []% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

Own My Life: Discovery is part of our charitable objects and so is a form of primary purpose trading and so we do not charge VAT on these services.

We will update you on any VAT changes, and if at point we need to charge VAT, we will inform you and give three months' notice regarding this.

We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, such as our web hosting being down, we will contact you as soon as possible to let you know and do what we can to reduce any issues. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team via email info@ownmylifecourse.org to end the contract and receive a refund for any products you have paid for in advance, but not received, less reasonable costs we have already incurred.



You have a legal right to change your mind before accessing or downloading your product

You have a legal right to change your mind before accessing your product. You have 14 days after the date we confirm your order to change your mind about a purchase, but you lose this right when you start to download or stream your product. If you change your mind contact our Customer Service Team via email info@ownmylifecourse.org or fill in the online form at <https://www.ownmylifediscovery.org/contact>. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

You can end an on-going contract. Read our cancellation policy [HERE](#).

We tell you when and how you can end an on-going contract with us (for example, for a subscription to digital content) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team via email info@ownmylifecourse.org.

You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must contact our Customer Service Team via email info@ownmylifecourse.org. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that **You have several options for resolving disputes with us.**

If your product is **digital content**, for example subscribing to the Own My Life: Discovery platform, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- If your digital content is faulty, you're entitled to a repair or a replacement.
- If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

We can change products and these terms

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;



- to implement minor technical adjustments and improvements, for example to address a security threat; and
- to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team via email info@ownmylifecourse.org to end the contract before the change takes effect and receive a refund for any products you've paid for in advance, but not received:

- significant changes in the number of videos available on Own My Life: Discovery.
- Significant changes to the number of support materials available on Own My Life: Discovery.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements; or
- make changes to the product (see [We can change products and these terms](#)).

We let you know, may adjust the price and may allow you to terminate. We contact you in advance to tell you we're suspending supply unless the problem is urgent or an emergency. If we suspend the product [for longer than 24 hours in any 28 day period we adjust the price so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 7 working days you can contact our Customer Service Team via email info@ownmylifecourse.org to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

We can withdraw products

We can stop providing a product, such as a subscription for digital content. We let you know at least 14 working days in advance and we refund any sums you've paid in advance for products which won't be provided.



We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 28 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, if there are concerns that you are distributing Own My Life: Discovery content to those who have not paid for access to it;
- you seek to take Own My Life owned content from Discovery to use off the streaming platform.

We don't compensate you for any losses caused by us or our products

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section [We're not responsible for delays outside our control](#).
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by accessing Own My Life: Discovery which you could have avoided by following our advice or by correctly following the access instructions or having the minimum system requirements advised by us.
- **A business loss.** We do not have any liability for any loss you suffer in connection with your trade, business, craft or profession.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice found [HERE](#).

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team can be contacted via email info@ownmylifecourse.org will do their best to resolve any problems you have with us or our products as per our Complaints policy which can be found [HERE](#).



Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can find out how to do this by visiting the Small Business Commissioner [HERE](#). If you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team via email info@ownmylifecourse.org to end the contract within 60 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

You can only transfer your contract with us to someone else if we agree to this. We will generally transfer the contract to someone else within your organisation, but you can contact our Customer Service Team via email info@ownmylifecourse.org if you would like us to consider transferring the contract and we will consider this.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.



Appendix 1

No updates at present.